RAL

Recording requested by and When recorded, mail to:

City of Milpitas 455 East Calaveras Blvd. Milpitas, California 95035 Attn: City Manager

NO FEE DOCUMENT PURSUANT TO GOVERNMENT CODE SECTION 6103

REGULATORY AGREEMENT

This REGULATORY AGREEMENT (the Agreement) is made and entered into this LAMA of November, 2003, by and between the CITY OF MILPITAS, a municipal corporation (the "City") and EDSEL COURT APARTMENTS, a joint venture Partnership of four (4) couples/spouses (called the "Partnership"), and said couples/spouses in their individual/personal capacity namely: spouses Robert L. Pacleb and Sylvia S. Pacleb, spouses Vicente M. Songcayawon and Elsa P. Songcayawon, spouses Florencio S. Mendoza and Elsa B. Mendoza, and spouses Tony W. Lin and Bella Chung-yin Lin, Trustees (hereafter called the "Owners") witnesseth, that:

RECITALS

- A. The "Partnership" owns a .398 acre parcel of real property in Milpitas as more particularly described in Exhibit A attached to this Agreement (the "Property") upon which shall be constructed six (6) new units of rental multi-family housing.
- B. The "Owners" own four (4) separate parcels of real property in Milpitas, all bordering or adjacent to the "Property", with sixteen (16) existing units of rental multifamily housing, which 4 parcels are more particularly identified as 1116 and 1124 Shirley Drive, and 1129 and 1143 Edsel Drive, Milpitas.
- C. The "Partnership" and the "Owners", with the approval and funding assistance of the "City", are in the process to further develop, improve/upgrade and beautify their abovementioned combined 5 parcels of real property (hereafter called the "Development").
- D. As a condition for approval of P-PD2002-1, the "Partnership" and the "Owners" shall ensure that no fewer than four (4) existing rental housing units in the "Development" shall be rented at prices affordable to a Low Income Household, as defined below.

RECEIVED

NOV 2 0 2003

CITY OF MILPITAS PLANNING DIVISION E. As further consideration and to further the interest of the "City", the "Partnership" and "Owners" have agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the occupancy and rents as regards the designated four (4) existing rental housing units affordable to low income households and to provide for management responsibilities with respect to the "Development". The covenants in this Agreement are intended to run with the land and be binding on the "Partnership" and "Owners" and their assigns and successors-in-interest.

NOW THEREFORE, IN CONSIDERATION of the mutual agreement, obligations and representations, and in further consideration for the aforementioned funding, the "Partnership", "Owners" and "City" hereby agree as follows:

DEFINITIONS

The following terms have the meanings and content set forth in this section wherever used in this Regulatory Agreement or attached exhibits.

- 1. "CITY" is the City of Milpitas, a municipal corporation and its authorized representatives, officers, officials, directors, employees, and agents.
- 2. "ASSISTED UNIT" means a Unit with restricted occupancy and rents pursuant to this Regulatory Agreement.
- 3. "AREA MEDIAN INCOME" means the median income for the San Jose Primary Metropolitan Statistical Area (PMSA), with adjustments for household size, as determined from time to time by the United States Department of Housing and Urban Development (HUD) pursuant to the United States Housing Act of 1937, as amended, or such other method of median income calculation applicable to the City that HUD may hereafter adopt in connection with said Act.
- 4. "PARTNERSHIP" means the joint venture partnership formed by 4 couples/spouses mentioned above under the name EDSEL COURT APARTMENTS.
- 5. "DEVELOPMENT" means the twenty two (22) units of multi-family housing including six (6) new apartment units to be constructed and sixteen (16) existing apartment units and all parking, landscaping, and other improvement appurtenant thereto.
- 6. "LOW INCOME HOUSEHOLD" means a household whose annual income does not exceed eighty percent (80%) of the median income for the San Jose PMSA as determined by HUD with adjustments for smaller and larger households.

7. "RESERVED"

- 8. "OWNERS" means the four (4) couples/spouses who separately own 4 distinct and separate parcels of real property in Milpitas with 16 existing apartment units all bordering or adjacent to the "Property", and their authorized representatives, assigns, transferees, or successors-in-interest thereto.
- 9. "PROPERTY" means the real property described in Exhibit A attached hereto and incorporated herein, including the six (6) new units of rental multi-family housing to be constructed thereon pursuant to the Loan Agreement.
 - 10. "UNIT" means a housing unit in the "Development".
 - 11. "TERM" means the term of this Agreement described herein.
- 12. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon execution and shall remain in full force and effect for the lifetime of the "Development". For purposes of this Agreement, "lifetime of the Development" shall mean twenty (20) years from execution of this Agreement by the City of Milpitas.

"DEVELOPMENT" OCCUPANCY AND RENTS

- 13. OCCUPANCY OF "DEVELOPMENT". "Owners" shall limit for the full term of this Regulatory Agreement the rental of the designated and existing four (4) Units to Low Income Households at rents that do not exceed the maximum rental charges for each Unit as set forth in this Regulatory Agreement.
- 14. The "Owners" have decided and agreed to designate the following existing apartment units in the "Development" as the rentable housing units affordable to low income households, to wit:
 - (a) Apartment No. 4, 1116 Shirley Drive, Milpitas
 - (b) Apartment No. 4, 1124 Shirley Drive, Milpitas
 - (c) Apartment No. 4, 1129 Edsel Drive, Milpitas
 - (d) Apartment No. 4, 1143 Edsel Drive, Milpitas.

15. MAXIMUM RENTAL CHARGES. For a Low-Income Household occupying an Assisted Unit, the total monthly charges for rent and utility allowances shall not exceed one-twelfth of thirty percent (30%) of eighty percent (80%) of Area Median Income, adjusted for household size.

16. INCOME CERTIFICATION AND INCREASES IN TENANT INCOMES.

- (a) The income levels and other qualifications of Low-Income Household applicants for Assisted Units shall be certified prior to initial occupancy and recertified yearly as provided for in Section 23(b) of this Agreement. "City" shall assume responsibility for obtaining all documentation necessary to certify or recertify a Low Income Household for approval. In the event that recertification of a Low Income Household's income indicates that the income exceeds the maximum designated for a Low-Income Household, "Owners" may increase the rent on such Assisted Unit as permitted in Section 16(b)
- (b) In the event that recertification indicates that a Low-Income Household or Moderate-Income Household ("Household") exceeds the maximum designated income, "Owners" shall continue to calculate rent not to exceed one-twelfth of thirty percent (30%) of the Household's actual income. Upon the Household vacating the Assisted Unit, the rental amount shall be determined solely with reference to Section 18 of this Agreement and not by the rental amount paid by any previous Household.
- "Owners" will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The "Partnership" and "Owners" shall not apply selection criteria to Section 8 Certificate or voucher holders that are more burdensome than criteria applied to all other prospective tenants, nor shall they apply or permit the application of management policies or lease provisions with respect to the "Development" which have the effect of precluding occupancy of units by such prospective tenants.

discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of "Development" units on the basis of race, color, ancestry, national origin, religion, sex, sexual preferences, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS), or AIDS-related conditions (ARC), or any other arbitrary basis. The "Partnership" and "Owners" shall include a statement in all advertisements, notices and signs for the availability of "Development" units for rent to the effect that they are an Equal Housing Opportunity Provider.

PROPERTY MANAGEMENT

19. MANAGEMENT RESPONSIBILITIES.

- (a) The "Partnership" and "Owners" are responsible for all management functions with respect to their respective "Development" units including without limitation the selection of tenants, initial certification of household size and income subject to approval by "City" staff, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The "City" shall have no responsibility over management of the "Development".
- (b) The "City" shall be responsible for the initial certification of household size and income and for any future recertifications.
- 20. **INSPECTION AND RECORDS.** The "Partnership" and "Owners" shall maintain records, which clearly document their performance of their obligations to operate the "Development" units under the terms of this Agreement. They shall submit any records to the "City" within ten (10) business days of the "City's" request. They shall permit the "City" to enter and inspect the "Development" for compliance with obligations under this Agreement upon twenty-four (24) hours advance notice of such visit by the "City" to the former or their management agent and to tenants of any "Development" units.
- 21. FEES, TAXES, AND OTHER LEVIES. "Partnership" and "Owners" shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the "Development", and shall pay such charges prior to delinquency.

GENERAL PROVISIONS

- 22. **SUBORDINATION.** "City" agrees to subordinate this Agreement to the "Partnership's" and Owner's" construction and permanent loans for the "Development" subject to and upon the same conditions for subordination of the City's Deed of Trust encumbering the property.
- 23. **DEFAULT AND REMEDIES.** In the event of any breach of any agreement or obligation under this Agreement by the "Partnership" and "Owners", the "City" shall provide written notice to them of such breach. They shall have an opportunity to cure such breach within thirty (30) days from their receipt of such written notice or such longer period of time as the "City" reasonably determines is necessary to cure the breach if they deligently undertake to cure such breach. If the "Partnership" and "Owners" fail to perform a timely cure of the specified breach, the "City" may proceed with any or all of the following remedies upon the former's failure to cure:
 - (a) Bring an action in equitable relief seeking the specific performance by the "Partnership" and "Owners" of the terms and conditions of this Regulatory Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;
 - (b) Pursue any other remedy provided under the Loan Agreement or allowed at law or in equity.
- 24. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No officer, employee or agent of the "City" shall be personally liable to the other parties for any obligation created under the terms of this Agreement except in the case of fraud or willful misconduct by such person.
- 25. **INDEMNITY.** The "Partnership" and the "Owners" shall indemnify and hold the "City", its officers, employees, and agents free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which the "City" may incur as a direct or indirect consequence of the former's failure to perform any obligations as and when required by this Regulatory Agreement. This indemnity obligation shall not extend to any claim arising solely from the gross negligence or willful acts of the "City", its agents, and its employees. The other parties' duty to indemnify the "City" shall survive the terms of this Regulatory Agreement.

- 26. GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the Sate of California, except for those provisions relating to choice of law and those provisions preempted by federal law.
- 27. AGREEMENT CONTROLS. In the event that any provisions of this Agreement and any Loan Document conflict, the terms of this Agreement shall control.
- ATTORNEYS' FEES AND COSTS. In the event that any legal or administrative action is commenced to interpret or to enforce the terms of this Agreement, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.
 - 29. TIME. Time is of the essence in this Agreement.
- 30. CONSENTS AND APPROVALS. Any consent or approval of the "City" required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the "City".
- 31. NOTICES, DEMANDS AND COMMUNICATIONS. All notices, demands and communications required or permitted to be given under this Agreement shall be in writing and shall be (I) delivered personally, (ii) sent via Federal Express (or another comparable overnight messenger service), (iii) sent via telecopy, or (iv) mailed, certified or registered mail, return receipt requested, to the parties at the following addresses:

CITY:

The City of Milpitas

455 East Calaveras Blvd. Milpitas, California 95035

Attn: City Manager

PARTNERSHIP:

Edsel Court Apartments

2690 South White Road, Suite #100

San Jose, CA 95148

Attn: Mr. Vince Songcayawon

OWNERS:

c/o Mr. Vicente M. Songcayawon 2690 South White Road, Ste. 100

San Jose, CA 95148

Personally delivered notices shall be deemed given upon actual personal delivery to the intended recipient. Telecopied notices shall be deemed given upon completion of transmission to the receiving telecopy machine. Notices sent via Federal Express (or another comparable overnight messenger service) shall be deemed given the immediately following business day. Mailed notices shall be deemed given upon the earlier of three (3) business days after deposit into the United States mail, registered or certified, with postage fully prepaid, or the date of actual receipt as evidenced by the return receipt.

- 32. BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrator, executors, successors-in-interest, transferee, and assigns of the "Partnership" and "Owners" and the "City", and shall run with the land for the full term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Note, any reconveyance of the Deed of Trust, or any conveyance or transfer of the "Development" property or portion thereof.
- 33. **RELATIONSHIP OF PARTIES.** The relationship of the "Partnership" and the Owners" on one hand and the "City" on the other for this "Development" during the term of this Agreement shall not be construed as a joint venture, equity venture, or partnership.
- 34. WAIVER. Any waiver by the "City" of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the "City" to take action on any breach or default of the other parties or to pursue any remedy allowed under this Agreement, the Loan Documents, any other applicable agreements, or applicable law. Any extension of time granted to the "Partnership" and "Owners" to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the "City" to any act or omission by the other parties shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the "City's" written consent to future waivers.
- 35. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Agreement must be in writing, and shall be made only if executed by both the other parties and the "City".
- 36. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

EDSEL	COURT APARTMENTS	
By:	ROBERT L. PACLEB (As partner & in his personal capacity as Owner) VICENTE M. SONGCAYAWON (As partner & in his personal capacity as Owner) FLORENCIO S. MENDOZA, TRUSTE (As partner & in his personal capacity as Owner) TONY W. LIN, TRUSTEE (As partner & in his personal capacity as Owner)	Sylvia S. Pacific (As partner & in her personal capacity as Owner) Elsa P. Songcayour Elsa P. Songcayour Elsa P. Songcayour (As partner & in her personal capacity as Owner) Elsa B. Mendoza, Truste (As partner & in her personal capacity as Owner) BELLA CHUNG-YIN LIN, TRUSTEE (As partner & in her personal capacity as Owner)
ZITY:		

C

Attest:

GAIL BLALOCK, City Clerk

Approved as to form:

STEVEN T. MATTAS, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Clara, City of Milpitas, described as follows:

A portion of Lots 24, 25, 26 and 27, as said Lots are shown on that certain Map entitled, "Tract No. 2440 Milpitas Village", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on September 12, described as follows:

Beginning at a point on the Northerly line of Edsel Drive, said point being distant thereon N. 74 deg. 17' 42" E., 10.00 feet from the intersection thereof with the Westerly line of Lot 26, as said Lot and Drive are shown upon the Map entitled, "Tract No. 2440 Milpitas Village", which Map was filed for record in Book 152 of Maps, at Page 1, Santa Clara County Records; and running N. 15 deg. 26' $\tilde{\mathrm{W}}$., and parallel with said Westerly line of Lot 26, 110.00 feet; thence N. 74 deg. 17' 42" E., 77.50 feet to the Easterly line of said Lot 26; thence N. 15 deg. 26' W., along said Easterly line and the Easterly line of Lot 27, 73.61 feet; thence S. 74 deg. 34' W., and parallel with the Southerly line of said Lot 27, 77.50 feet; thence N. 15 deg. 26' W., and parallel with the Westerly line of said Lot 27, 110 feet to the Southerly line of Shirley Drive; thence S. 74 deg. 34' W., along said Southerly line of Shirley Drive, 20 feet; thence S. 15 deg. 26' E., and parallel with the Easterly line of Lot 24, 110 feet thence S. 74 deg. 34' W., and parallel with the Southerly line of said Lot 24, 77.50 feet to the Westerly line of said Lot 24; thence S. 15 deg. 26' E., along said Westerly line of Lot 24, and the Westerly line of Lot 25, 74.44 feet; thence N. 74 deg. 17' 42" E., 77.50 feet; thence parallel with the Easterly line of Lot 25, S. 15 deg. 26' E., 110 feet to the Northerly line of Edsel Drive; thence along said Northerly line of Edsel Drive, N. 74 deg. 17' 42" E. 20 feet to

APN: 088-03-065, 088-03-058 ARB: 088-03-057

End of Legal Description

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	ON THE PROPERTY OF THE PROPERT
State of California	•
County of JANEA C/Ar.	ss.
County of CHAPA	** J
// ~ ~	
On 77-20-2003, before me,	SAICA. Blalock Nofay Public Name and Title of Officer (e.g., "Jane Doe, Notary Public") T. Wilson Name(s) of Signer(s)
nersonally appeared Thomas	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
portoniany appoared	Name(s) of Signer(s)
	personally known to me-
	proved to me on the basis of satisfactory
	evidence
10. 200. art. 200. Mg. 100. 500. 500. 500. 500. 500. 500. 500	to be the person(s) whose name(s) is/are
GAIL A. BLALOCK	subscribed to the within instrument and
Commission # 1283395	acknowledged to me -that he/she/they executed
Notary Public - California Santa Clara County	the same in his/h er/their authorized
My Comm. Expires Dec 6, 2004	capacity(ies), and that by his/h er/thei r
	signature(s) on the instrument the person(s), or
-	the entity upon behalf of which the person(\$) acted, executed the instrument.
	acted, executed the instrument.
	WITNESS my hand and official seal.
	Briea. Blabe
Place Notary Seal Above	Signature of Notary Public
	• ,
	PTIONAL
and could prevent fraudulent removal a	w, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Description of Att. 1 1 b	
Title or Type of Document:	aulatoni Agree ment
	January The Content.
Document Date: November 17 J	Number of Pages: // bert L. Pacleb Sylvia S. Pacleb
Rok	bert L. PACIED SylviAS, PACIED
Signer(s) Other Than Named Above: V. cen7	E. M. Songcayawan Elsaf. Songcayao io S. Mendoza Elsa B. Mendoza w. Lin Bella Chung-Yin Lin Dilson Right HUMEPRINT
Canacity(ies) Claimed by Signer 100 y	10 S. Mendoza GISA B. Mendozal
Signer's Name: Thomas J. Le	2/son
J Individual	OF SIGNER
**Corporate Officer — Title(s):	Manager Top of thumb here
☐ Partner — ☐ Limited ☐ General	
Attorney in Fact	
Trustee :	
Guardian or Conservator Other:	
Signer Is Representing: <u>City of</u> /	Milpitas

California all-purpose acknowledgment

State of California	
State of California County of Santa Clara	
on_1/-14 - 2003 here	Name and Title of Officer (e.g. / Jane Doe, Notary Public) Nendoza & Elsa B. Mendoza Vame(s) of Signer(s)
personally appeared Florencia S	Name and Title of Officer (e.g. Jane Doe, Notary Public)
<u> </u>	Glame(s) of Signer(s)
X personally known to me – OR – □ proved	It to me on the basis of satisfactory evidence to be the person(s whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instrument.
FLORENTINO M. PESAYCO Commission # 1445817 Notary Public - California	WiTNESS my hand and official seal.
Santa Clara County My Comm. Expires Nov 12, 2007	flariting Manayer Signature of Notary Public
	,
Though the information below is not required by law,	OPTIONAL It may prove valuable to persons relying on the document and could prevent reattachment of this form to could prevent
	Tallaciment of this form to another document.
Description of Attached Documen	Ť
Title or Type of Document: Regula	tory Agreement
Document Date: November 14,	2003
Signer(s) Other Than Named Above: Pob	tory Agreement 2003 Number of Pages: It M. Songcayawon & Elsa f. Songcayaw erf L. Patlet & Sylvia 5. Pacter y W. Lin & Bella Chung-yin Lin
Capacity(ies) Claimed by Signer(s)	y W. Lin & Bella Chung-yin Lin
Signer's Name: Florencis 5, Menc	loza, Tusigner's Name: Elsa B. Mendoza, T.
☐ Attorney-in-Fact ☐ Trustee	Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact
☐ Guardian or Conservator ☐ Other: ☐ Other: ☐ Guardian or Conservator ☐ Other: ☐ Ot	☐ Guardian or Conservator ☐ Other: ☐ Other: ☐ Other:
Signer is Representing:	Signer Is Representing:
Heinself; Edsel Court Apartments	Herself; Edsel Court Apartments

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

County of Santa Clara	-
on 11-18-2003 here	Dre me, Florantino M. Pesayco, Notary, Name and Title of Officer (e.g., "Jane Doe Notary Public") Songcayawon & Elsa P. Songcayaw Name(s) of Signer(s)
personally appeared Vicenta M	Name and Title of Officer (e.g., "Jane Ooe Notary Public")
Manage II	Name(s) of Signer(s)
A personally known to me – OR – □ proved	a terms on the basis of satisfactory evidence to be the person/s
	whose name(s) is/are subscribed to the within instrumer and acknowledged to me that he/she/they executed the
,	same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)
A A A A A B B B B B B B B B B	or the entity upon behalf of which the person(s) acted
FLORENTINO M. PESAYCO	executed the instrument.
Commission # 1445817 Notary Public - California	WITNESS my hand and official seal.
Santa Clara County My Comm. Expires Nov 12, 2007	Pl. A. hal
	Glorenting Melionger Signature of Notary Publish
	- OPTIONAL
I hough the information below is not required by law, i fraudulent removal and i	it may prove valuable to persons relying on the document and could prevent reattachment of this form to another document.
Description of Attached Documen	t
Description of Attached Documen Title or Type of Document: Regula	etory Agreement
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17	etory Agreement
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17	etory Agreement
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17	etory Agreement
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17	etory Agreement
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeay.	etory Agreement 2,2003 Number of Pages: 11 ert L. Pacleb & Sylvia J. Pacleb enciv J. Mendoza & Elsa B. Mendoza Tony W. Lin & Billa Chung-yin Lin awon Signer's Name: Elsa P. Jongcayawon
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeay. Individual Corporate Officer	etory Agreement 2,2003 Number of Pages: 11 ert L. Pacleb & Sylvia 5. Pacleb encir 5. Mendoza & Elsa B. Mendoza Tony W. Lin & Billa Chung-yin Lin awon Signer's Name: Elsa P. Jongcayawon M Individual
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeay. Individual Corporate Officer	etary Agreement 2,2003 Number of Pages: 11 ert L. Pacleb & Sylvia J. Pacleb encir J. Mendoza & Elsa B. Mendoza Tony W. Lin & Billa Chung-yin Lin awon Signer's Name: Elsa P. Jongcayawon Mindividual Corporate Officer
Description of Attached Document Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeay Individual Corporate Officer Title(s): Partner — Limited M. General Attorney-in-Fact	etary Agreement 2,2003 Number of Pages: 11 ent L. Pacleb & Sylvia 5. Pacleb encir 5. Mendoza & Elsa B. Mendoza Nony W. Lin & Billa Chung-yin Lin awon Signer's Name: Elsa P. Songeayawon Mindividual Corporate Officer Title(s): Mendoza & General
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicinity M. Songray Individual Corporate Officer Title(s): Partner — Limited M. General Attorney-in-Fact Trustee Guardian or Conservator	etary Agreement 2,2003 Number of Pages: 11 ert L. Pacleb & Sylvia J. Pacleb enciv J. Mendoza & Elsa B. Mendoza Tony W. Lin & Billa Chung-yin Lin awon Signer's Name: Elsa P. Jongcayawon Mindividual Corporate Officer Title(s): Mindividual Attorney-in-Fact Trustee
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeage Individual Corporate Officer Title(s): Partner — Limited M. General Attorney-in-Fact Trustee	etary Agreement 2,2003 Number of Pages: 11 ert L. Pacleb & Sylvia 5. Pacleb enciv 5. Mendoza & Elsa B. Mendoza Tony W. Lin & Billa Chung-yin Lin awon Signer's Name: Elsa P. Jongcayawon Mindividual Corporate Officer Title(s): Mindividual Attorney-in-Fact Trustee Guardian or Conservator Guardian or Conservator
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeay Individual Corporate Officer Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator	etary Agreement 2,2003 Number of Pages: // ent L. Pacleb & Sylvia 5. Pacleb encir 5. Mendoza & Elsa B. Mendoza encir 5. Mendoza & Elsa B. Mendoza Nony W. Lin & Billa Chung-yin Lin awor Signer's Name: Elsa P. Songeayawon Mindividual Corporate Officer Title(s): Mendoza Attorney-in-Fact Attorney-in-Fact Trustee Guardian or Conservator Guardian or Conservator Conservator Conservator Conservator Conservator Conservator Conservato
Description of Attached Document Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeay Individual Corporate Officer Title(s): Partner — Limited M. General Attorney-in-Fact Trustee Guardian or Conservator Other: Title Other:	Number of Pages: 1/ ext L. Pacleb & Sylvia 5. Paclab enciv 5. Mendoza & Elsa B. Mendoza) Tony W. Lin & Billa Chung yin Lin awon Signer's Name: Elsa P. Songcayawon Individual Corporate Officer Title(s): Partner - Limited General Attorney-in-Fact Trustee Guardian or Conservator Guardian or Conservator Top of thumb here
Description of Attached Documen Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeay Individual Corporate Officer Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer Is Representing: Number of Pages: // Numbe
Description of Attached Document Title or Type of Document: Regula Document Date: November 17 Signer(s) Other Than Named Above: Pobe Flow Capacity(ies) Claimed by Signer(s) Signer's Name: Vicente M. Songeay Individual Corporate Officer Title(s): Partner — Limited M. General Attorney-in-Fact Trustee Guardian or Conservator Other: Title Other:	Number of Pages: 1/ ext L. Pacleb & Sylvia 5. Paclab enciv 5. Mendoza & Elsa B. Mendoza) Tony W. Lin & Billa Chung yin Lin awon Signer's Name: Elsa P. Songcayawon Individual Corporate Officer Title(s): Partner - Limited General Attorney-in-Fact Trustee Guardian or Conservator Guardian or Conservator Top of thumb here

California all-purpose acknowledgment

State of California	Florentino M. Pasayco, Natary Public Name and Title of Officer (e.g., Jane Doe, Notary Public of Lector Signer(s)
County of Santa Clara	
On 11-18 - 2003 perfore me. 7	Florentino M. Perayco. Natary Public
personally appeared Tony W. Lin	Name and Title of Officer (e.g. Jane Los, Notary Public of Bella Chung-yin Lin
when to the - On - proved to me of whan sa his or ex	on the basis of satisfactory evidence to be the person(s) nose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the time in his/her/their authorized capacity(ies), and that by scher/their signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, ecuted the instrument. ITNESS my hand and official seal.
Though the information below is not required by law, it may pro- fraudulent removal and reattachme Description of Attached Document Title or Type of Document: Persulators	Number of Pages: M. Songcayawon & Elsa B. Mendoza L. Pacleb & Sylvia S. Pacleb
Capacity(ies) Claimed by Signer(s)	L. Pacleb & Sylvia S. Packet
Signer's Name: Tony W. Lin, Truster	Signer's Name: Bella Cherry-yin Lin
☐ Individual ☐ Corporate Officer ☐ Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: ☐ Top of thumb here	Individual Corporate Officer Title(s): Partner
Signer is Representing: Heurself; Edsef Court Apartments	Signer Is Representing: Herself: Edsel Court Apartments